

Direct Dental Alliance Provider Agreement

This Provider Agreement, by and between Direct Dental Alliance, LLC (“Direct Dental”) and _____ (“Provider”), is effective on this _____ day of _____, 20__.

WHEREAS, Direct Dental (“Plan”) provides various dental benefits to individuals who have dental savings plan coverage under one or more Direct Dental plans (“Products”);

WHEREAS, Provider is a provider of dental and other oral health services, fully licensed to provide such services in all localities in which Provider delivers such services;

WHEREAS, Direct Dental desires Provider to participate in its network of oral health service providers, from whom members of Direct Dental’s discount dental plans may receive services at such rates and upon such terms and conditions as set forth in the members’ Products and this Provider Agreement; and

WHEREAS, Provider wishes to deliver oral health services to members of Direct Dental’s Products pursuant to the terms and conditions of such Products and this Provider Agreement.

THEREFORE, based upon their mutual promises contained herein, the parties agree as follows:

I. **Directory of Participating Providers**

Direct Dental shall from time to time publish a directory (the “Directory”) listing the names, addresses, phone numbers and specialties of oral health providers who have agreed to conditions (the “Participating Provider”) and shall distribute copies of the Directory to persons who have agreed to purchase the Directory (the “Members”). Direct Dental does not arrange for Members to become patients of Providers and cannot assure that Members will become patients of Providers or request any particular amount of services from Providers.

II. **Credentialing and Access to Records**

- A. Before providing any oral health services to any Member, Provider shall ensure that Provider is properly and fully credentialed with Direct Dental and that Provider’s credentialing remains current with Direct Dental. If Provider delivers dental services to a Covered Person while not properly credentialed, Member may refuse to pay for such services and Provider shall have no recourse against either Member or Direct Dental.
- B. Provider shall comply with any and all credentialing requirements set forth by Direct Dental.
- C. Provider shall comply at all times with any request for review of Member records by Direct Dental.

III. **Member Identification**

Direct Dental shall give each Member an identification card and instruct Members to present that card each time they receive services from a Provider.

IV. **Provider Independence**

Provider shall be solely responsible for all dental services provided to Members who become Provider’s patients. Direct Dental does not employ Providers and shall not influence or exert any control over a Provider’s performance of professional services to patients. Providers may maintain their own private practices and may enter into similar agreements with other dental care service plans.

V. No Discrimination

Provider shall not, based upon the fact that the patient is a Member, refuse to accept any Member as a patient, or discriminate against any Member in the scope, quality or courtesy of dental services provided. Provider understands that Direct Dental may enter into agreements with new Members during the term of this contract for whom Provider agrees to provide services.

VI. Provider Qualifications and Standard of Care

Provider shall maintain all licenses and certifications required by applicable law to practice in any locality in which Provider delivers services to any Member or Members pursuant to this Agreement. Provider shall practice with professional standards of competence, care and concern and in accordance with the all local, state, and federal law, rule, or regulation applicable to the jurisdiction in which Provider delivers such services.

VII. Malpractice Insurance

Provider shall not provide treatment or services to any Covered Person unless they are properly and actively licensed, credentialed and have in effect at the time of such service or treatment professional liability insurance, except when Provider is exempt from such requirement pursuant to C.R.S. § 13-64-301 or by any Financial Responsibility Exemption(s) allowed pursuant to Rules or Regulations adopted by the State Board of Dental Examiners.

VIII. Referrals

If a Member requires dental services that Provider does not provide, Provider shall refer that Member to another Participating Provider unless another referral is more appropriate to the needs of the patient. Whenever Provider is expected to be absent for a period exceeding one week, Provider shall provide a substitute oral health service provider who agrees to bill in accordance with the current Direct Dental Fee Schedule.

IX. Arbitration

In the event of any dispute arising from this Agreement, the parties hereto agree to submit to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by mutual consent of the parties, which consent shall not be unreasonably withheld. The decision of the arbitrator shall be final and may be enforced in any court of competent jurisdiction.

X. Tradenames

Provider agrees that "Direct Dental Alliance" and all other trade names, trademarks and service marks in use by Direct Dental are subject to the exclusive right and control of Direct Dental and/or its licensors and may not be used by Provider in advertising or otherwise without the express, prior written consent of Direct Dental or its licensors, as applicable.

XI. Non-Disclosure

Direct Dental and Provider mutually agree that neither they, their employees, nor their agents shall disclose any business or financial information in any way related to this Agreement, including, but not limited to the terms and conditions set forth herein, unless authorized by express, prior written consent of the other party. This mutual nondisclosure agreement shall survive the termination of this Agreement.

XII. Obligations of Direct Dental

Upon acceptance of this Agreement, Direct Dental agrees to include the participating Provider named below in Direct Dental's Directory of Participating Dentists upon the following terms and conditions:

- A. Provider accepts and agrees to comply with all Direct Dental Standard Terms and Conditions for Participating Providers as set forth herein and in any addendum, exhibit, appendix, or other term or condition incorporated herein by reference or otherwise.
- B. A "General Dentist" is a Provider not licensed as a "Specialist" in any particular dental specialty field.

- C. A General Dentist competent in performing some specialty services, but not specially licensed, board certified, or otherwise specifically credentialed as a “Specialist,” must refer to the DDA schedule for DDA Member billing.
- D. Provider shall be responsible to bill and collect Provider’s charges for any services or treatment provided. DDA does not provide any billing services for Provider and shall not be obligated to pay any of Dentist’s charges for services provided to Members. Neither Provider nor DDA shall be required to pay any compensation to each other for the performance of their respective obligations under this Agreement.

XIII. Miscellaneous

- A. **Duration.** This Agreement remains in effect until terminated by either party. Intent of termination by either party must be made in writing and will be effective thirty days thereafter. In the event of contract termination, Dentist agrees to complete all treatment in progress to Direct Dental Members, adhering to the terms and conditions of this Agreement until the treatment is completed.
- B. **Assignment.** Provider may not in any way sell, assign, or pledge any interest, entitlement, payment, or duty arising under this Agency/Agent Agreement without the prior written consent of Direct Dental.
- C. **Successors.** This Agreement shall be binding upon and will insure to the benefit of the parties to this Agreement and their respective permitted successors and assigns, subject to the transfer restrictions and expiration or termination provisions set forth above.
- D. **Entire Agreement.** This Agreement shall supersede all prior written and/or verbal agreements and representations and shall constitute the sole and entire agreement between Direct Dental and Provider. No change, alteration, or modification of the terms of this Agreement may be made except by agreement in writing signed by an authorized representative of Direct Dental.
- E. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Colorado and shall be interpreted in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws. Any cause of action that may arise regarding this Agreement shall have venue in the State of Colorado.
- F. **Waiver.** Failure by Direct Dental to insist upon compliance with any provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provisions or in any manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are or are not the same, and no waiver of any terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written memorandum specifically expressing such waiver and signed by a person duly authorized by Direct Dental to sign such waiver.
- G. **Third-Party Beneficiaries.** This Agreement is not intended to create any third-party beneficiaries or to confer any rights on any person other than Direct Dental and Provider.
- H. **Excuse of Non-Performance.** Neither Direct Dental nor Provider will have violated this Agreement if it is prevented from performing any of its obligations for any reason beyond its control, including, without limitation, acts of God, acts of war or terrorism, acts of public enemy, flood, storm, strikes, or regulatory agencies.
- I. **Severability.** The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as dated on page 1.

Direct Dental Alliance, LLC

Provider

By: _____

Printed Name: _____

Its: _____

Name of Practice: _____

6465 Greenwood Plaza Blvd., Suite 900
Centennial CO 80111

Address: _____

Phone: _____

Additional Office Locations:

General Practice

Specialist - 20% off standard pricing

Specialist - 25% off standard pricing

License #: _____

Office Manager Name: _____

Office Manager Email: _____

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